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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 CALIFORNIA SPINE AND
12 NEUROSURGERY INSTITUTE,
13 Plaintiff,

14 vs.

15
16 SAGE SOFTWARE, INC, AETNA
17 LIFE INSURANCE COMPANY,
18 and DOES 1-10,
19 Defendants.

CASE NO. 2:23-cv-05233-MRA-PVCx
**STIPULATED PROTECTIVE
ORDER**

20 1. INTRODUCTION

21 1.1 PURPOSES AND LIMITATIONS

22 Discovery in this action will involve production of confidential, proprietary,
23 or private information for which special protection from public disclosure and from
24 use for any purpose other than prosecuting this litigation may be warranted.
25 Accordingly, Plaintiff California Spine and Neurosurgery Institute (“Plaintiff”) and
26 Defendants Sage Software, Inc. and Aetna Life Insurance Company (“Defendants”)
27 (Plaintiff and Defendants are collectively referred to herein as the “Parties”) hereby
28 stipulate to and petition the Court to enter the following Stipulated Protective Order.

1 This Protective Order shall govern any record or information produced in this
2 action and designated pursuant to this Protective Order, including all designated
3 deposition testimony, all designated testimony taken at a hearing or other
4 proceeding, all designated deposition exhibits, interrogatory answers, admissions,
5 documents and other discovery materials, whether produced informally or in
6 response to interrogatories, requests for admissions, requests for production of
7 documents or other formal methods of discovery.

8 This Protective Order shall also govern any designated record or information
9 produced in this action pursuant to required disclosures under any federal procedural
10 rule or local rule of the Court and any supplementary disclosures thereto.

11 This Protective Order shall apply to the Parties and to any nonparty from
12 whom discovery may be sought who desires the protection of this Protective Order.

13 The Parties further acknowledge, as set forth in Section 12.3, below, that this
14 Stipulated Protective Order does not entitle them to file confidential information
15 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
16 and the standards that will be applied when a party seeks permission from the court
17 to file material under seal.

18 1.2 GOOD CAUSE STATEMENT

19 This action arises out of a dispute between Plaintiff and Defendants regarding
20 payment for medical services rendered by Plaintiff to a single patient (“Patient”)
21 enrolled in a health care plan sponsored and self-funded by Defendant Sage
22 Software, Inc. Discovery in this action will involve the disclosure of private
23 information of the Patient, including personal health information and information
24 regarding the medical services provided, trade secrets, customer and pricing lists,
25 and other valuable commercial, financial, technical and/or proprietary information
26 for which special protection from public disclosure and from use for any purpose
27 other than prosecution of this action is warranted. Such confidential and proprietary
28 materials and information includes, among other things, confidential business or

1 financial information, information regarding confidential business practices,
 2 information implicating privacy rights of third parties, information otherwise
 3 generally unavailable to the public, or which may be privileged or otherwise
 4 protected from disclosure under state or federal statutes, court rules, case decisions,
 5 or common law.

6 Accordingly, to expedite the flow of information, to facilitate the prompt
 7 resolution of disputes over confidentiality of discovery materials, to adequately
 8 protect information the Parties are entitled to keep confidential, to ensure that the
 9 Parties are permitted reasonable necessary uses of such material in preparation for
 10 and in the conduct of trial, to address their handling at the end of the litigation, and
 11 serve the ends of justice, a protective order for such information is justified in this
 12 matter. It is the intent of the Parties that information will not be designated as
 13 confidential for tactical reasons and that nothing will be so designated without a
 14 good faith belief that it has been maintained in a confidential, non-public manner,
 15 and there is good cause why it should not be part of the public record of this case.

16 2. DEFINITIONS

17 2.1 Action: *California Spine and Neurosurgery Institute v. Sage Software,*
 18 *Inc., et al.*, Central District of California, Case No. 2:23-cv-05233-MRA-PVC.2.2

19 Challenging Party: a Party or Non-Party that challenges the designation of
 20 information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 22 how it is generated, stored or maintained) or tangible things that qualify for
 23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 24 the Good Cause Statement.

25 The term Confidential Information shall include confidential or proprietary
 26 technical, scientific, financial, business, health, or medical information designated as
 27 “CONFIDENTIAL” by the producing party.

28 The term “Confidential Health Information” shall constitute a subset of

1 Confidential Information, and shall be designated as “CONFIDENTIAL” and
2 subject to all other terms and conditions governing the treatment of Confidential
3 Information. Confidential Health Information shall mean information supplied in
4 any form, or any portion thereof, that identifies an individual or subscriber in any
5 manner and relates to the past, present, or future care, services, or supplies relating
6 to the physical or mental health or condition of such individual or subscriber, the
7 provision of health care to such individual or subscriber, or the past, present, or
8 future payment for the provision of health care to such individual or subscriber.
9 Confidential Health Information shall include, but is not limited to, claim data,
10 claim forms, grievances, appeals, or other documents or records that contain any
11 patient health information required to be kept confidential under any state or federal
12 law, including 45 C.F.R. Parts 160 and 164 promulgated pursuant to the Health
13 Insurance Portability and Accountability Act of 1996 (see 45 C.F.R. §§ 164.501 &
14 160.103), and the following subscriber, patient, or member identifiers:

- 15 a. names;
- 16 b. all geographic subdivisions smaller than a State, including street
17 address, city, county, precinct, and zip code;
- 18 c. all elements of dates (except year) for dates directly related to an
19 individual, including birth date, admission date, discharge date, age, and date
20 of death;
- 21 d. telephone numbers;
- 22 e. fax numbers;
- 23 f. electronic mail addresses;
- 24 g. social security numbers;
- 25 h. medical record numbers;
- 26 i. health plan beneficiary numbers;
- 27 j. account numbers;
- 28 k. certificate/license numbers;

- l. vehicle identifiers and serial numbers, including license plate numbers;
- m. device identifiers and serial numbers;
- n. web universal resource locators (“URLs”);
- o. internet protocol (“IP”) address numbers;
- p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a Party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party to this Action and

1 have appeared in this Action on behalf of that Party or are affiliated with a law firm
2 which has appeared on behalf of that Party, and includes support staff.

3 2.11 Party: any Party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery
16 Material from a Producing Party.

17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or
21 compilations of Protected Material; and (3) any testimony, conversations, or
22 presentations by Parties or their Counsel that might reveal Protected Material.

23 Any use of Protected Material at trial will be governed by the orders of the
24 trial judge. This Order does not govern the use of Protected Material at trial.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order will remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition will be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
 2 or without prejudice; and (2) final judgment herein after the completion and
 3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 4 including the time limits for filing any motions or applications for extension of time
 5 pursuant to applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under
 9 this Order must take care to limit any such designation to specific material that
 10 qualifies under the appropriate standards. The Designating Party must designate for
 11 protection only those parts of material, documents, items, or oral or written
 12 communications that qualify so that other portions of the material, documents,
 13 items, or communications for which protection is not warranted are not swept
 14 unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations
 16 that are shown to be clearly unjustified or that have been made for an improper
 17 purpose (e.g., to unnecessarily encumber the case development process or to impose
 18 unnecessary expenses and burdens on other parties) may expose the Designating
 19 Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
 21 designated for protection do not qualify for protection, that Designating Party must
 22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in
 24 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 26 under this Order must be clearly so designated before the material is disclosed or
 27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents,
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that
3 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
4 “CONFIDENTIAL legend”), to each page that contains protected material,
5 including Confidential Health Information. If only a portion or portions of the
6 material on a page qualifies for protection, the Producing Party also must clearly
7 identify the protected portion(s) (e.g., by making appropriate markings in the
8 margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection will be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then, before
16 producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion or portions of the material on a page qualifies for protection, the Producing
19 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identify the
22 Disclosure or Discovery Material on the record, before the close of the deposition all
23 protected testimony.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants
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1 protection, the Producing Party, to the extent practicable, will identify the protected
2 portion(s).

3 (d) for information disclosed at a hearing or trial that the Designating Party
4 requests the Judge, at the time the information is proffered or adduced, to receive the
5 information only in the presence of those persons designated to receive such
6 information and Court personnel, and to designate the transcript appropriately.(e) A
7 Party may also designate Confidential Information as “HIGHLY CONFIDENTIAL -
8 ATTORNEYS’ EYES ONLY.” Confidential Information marked as “HIGHLY
9 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” is information that requires
10 additional protection because it contains proprietary matter or trade secrets,
11 including, but not limited to, internal documentation relating to payment policies,
12 paid claims data, or other financial information relating to Plaintiff’s or Defendants’
13 competitors. Information designated as “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” may be used solely for the purpose of conducting
15 this Litigation and not for any other purpose whatsoever. The parties may designate
16 Confidential Information as “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
17 ONLY” in the same manner set forth above.

18 Information designated “HIGHLY CONFIDENTIAL—ATTORNEYS’
19 EYES ONLY” may be viewed by, copied by, exhibited to, or disclosed to only the
20 persons described in Paragraph 7.2(a), (d), (i), and (j) and Retained Experts and
21 Consultants, all subject to the requirements of Paragraph 7.1. “Retained Experts and
22 Consultants” means third party experts or consultants actually retained by a party,
23 and does not include purely percipient experts or party employees.

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party’s right to secure protection under this Order for such material.
27 Upon timely correction of a designation, the Receiving Party must make reasonable
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1 efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party will initiate the dispute
8 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
9 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding will be on
11 the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
13 parties) may expose the Challenging Party to sanctions. Unless the Designating
14 Party has waived or withdrawn the confidentiality designation, all parties will
15 continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on the
17 challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action and for no
22 other action. A Receiving Party shall hold such information received from the
23 disclosing Party in confidence, shall not use it for any business or other commercial
24 purpose, shall not use it for filing or prosecuting any patent application (of any type)
25 or patent reissue or reexamination request, and shall not disclose it to any person,
26 except as hereinafter provided. Such Protected Material may be disclosed only to
27 the categories of persons and under the conditions described in this Order. When the
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1 Action has been terminated, a Receiving Party must comply with the provisions of
2 section 13 below (FINAL DISPOSITION).

3 All documents, including attorney notes and abstracts, which contain another
4 party's Confidential Information, shall be handled as if they were designated
5 pursuant to Paragraph 5.

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Order.

9 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 "CONFIDENTIAL" only to:

13 (a) the Receiving Party's Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record (excluding experts and
15 investigators) to whom it is reasonably necessary to disclose the information for this
16 Action and who have signed the "Acknowledgment and Agreement to Be Bound"
17 (Exhibit A);

18 (b) the officers, directors, and employees (including House Counsel) of
19 the Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (d) the Court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have
27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
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(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(i) Stenographers and videographers engaged to transcribe or record depositions conducted in this action provided that such individuals agree in writing, in the form attached at Appendix A, to be bound by the terms of this Order; and

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions, provided that such individuals agree in writing, in the form attached at Appendix A, to be bound by the terms of this Order.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification will include
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order will not produce any information designated in this
7 action as “CONFIDENTIAL” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party will bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party will:

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;
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(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever

1 procedure may be established in an e-discovery order that provides for production
2 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
3 (e), insofar as the Parties reach an agreement on the effect of disclosure of a
4 communication or information covered by the attorney-client privilege or work
5 product protection, the Parties may incorporate their agreement in the stipulated
6 protective order submitted to the court.

7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
17 only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the court.

21 **13. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in
25 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving
28 Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
2 (by category, where appropriate) all the Protected Material that was returned or
3 destroyed and (2) affirms that the Receiving Party has not retained any copies,
4 abstracts, compilations, summaries or any other format reproducing or capturing any
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
7 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
8 reports, attorney work product, and consultant and expert work product, even if such
9 materials contain Protected Material. Any such archival copies that contain or
10 constitute Protected Material remain subject to this Protective Order as set forth in
11 Section 4 (DURATION).

12 14. Any willful violation of this Order may be punished by appropriate
13 measures including, without limitation, contempt proceedings and/or monetary
14 sanctions at the discretion of the Court.

15
16 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO
17 ORDERED.

18
19
20 DATED: March 14, 2024



HON. PEDRO V. CASTILLO
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *California Spine and Neurosurgery Institute v. Sage Software, Inc., et al.*, Central District of California, 2:23-cv-05233-MRA-PVC.. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____